# AMENDMENT #6 TO AGREEMENT BETWEEN

# THE SOLANO TRANSPORTATION AUTHORITY ON BEHALF OF ITSELF AND THE CITIES OF FAIRFIELD, VACAVILLE AND VALLEJO, SOLANO COUNTY TRANSIT AND

# AKIN GUMP STRAUSS HAUER & FELD, LLP FOR FEDERAL LEGISLATIVE CONSULTANT SERVICES

THIS AMENDMENT #6 is entered into as of January 1, 2020 between the SOLANO TRANSPORTATION AUTHORITY, a congestion management agency and authorized under the laws of the State of California (hereinafter referred to as STA) on behalf of itself and the cities of Fairfield, Vacaville and Vallejo (collectively referred to as Cities), Solano County Transit (hereinafter referred to as SolTrans) and AKIN GUMP STRAUSS HAUER & FELD, LLP (hereinafter referred to as Consultant).

#### **RECITALS**

**WHEREAS**, the parties entered into an agreement (Agreement) on February 16, 2008 in which Consultant agreed to provide Federal Legislative consulting services on behalf of STA and the Cities; and

**WHEREAS**, the parties amended the Agreement on December 1, 2009 to extend the term of the Agreement and add the city of Dixon (Amendment #1); and

**WHEREAS**, the parties amended the Agreement on December 14, 2011 (Amendment #2), again on December 12, 2013 to continue the services through December 31, 2015 (Amendment #3); and again on December 31, 2015 (Amendment #4) to extend the services through December 2017; and again on December 31, 2017 (Amendment #5) to extend the services through December 2019; and

**WHEREAS**, the parties now desire to amend the Agreement a sixth time (Amendment #6) to continue the services through December 2021; and

WHEREAS, this Amendment #6 represents a two-year extension and a \$240,000 increase.

# IN CONSIDERATION FOR THE MUTUAL PROMISES SET FORTH IN THIS AMENDMENT, THE PARTIES AGREE AS FOLLOWS:

#### 1. Scope of Services

Section 1 and Exhibit A of the Agreement is amended in part to add the scope of work attached as Exhibit A-5 to include services specific to SolTrans.

#### 2. Term of Agreement

Section 2 of the Agreement is deleted in its entirety and replaced with the following:

The term of the Agreement shall commence upon the Effective Date and continue through December 31, 2021.

# 3. Cost of Services and Allocation of Costs

Section 3 of the Agreement as well as Section 5 of Amendment #1 are amended to add an additional \$240,000 to be paid at the rate of \$10,000 per month allocated to each of the Cities, STA and SolTrans in the following pro rata share:

 City of Fairfield:
 \$2,083.33/mo.

 City of Vacaville:
 \$2,083.33/mo.

 City of Vallejo:
 \$2,083.33/mo.

 STA:
 \$2,083.33/mo.

 SolTrans:
 \$1,666.66/mo.

# 4. Prior Terms and Conditions

Except as specifically set forth in this Amendment #6, all terms and conditions of the initial Agreement, as previously modified, shall remain in full force and effect.

The parties have executed this Amendment #6 as of the day and year first written above.

SOLANO TRANSPORTATION AUTHORITY	APPROVED AS TO FORM
By: Daryl K. Halls, Executive Director	By:
Daryl K. Halls, Executive Director	By:STA Legal Counsel
SOLANO COUNTY TRANSIT	APPROVED AS TO FORM
By:Beth Kranda, Executive Director	By:
Beth Kranda, Executive Director	By:SolTrans Legal Counsel
CITY OF FAIRFIELD	APPROVED AS TO FORM
By:	By:
By: Stefan T. Chatwin, City Manager	By:Fairfield City Attorney
CITY OF VACAVILLE	APPROVED AS TO FORM
By:	By:
By: Jeremy Craig, City Manager	By:Vacaville City Attorney
CITY OF VALLEJO	APPROVED AS TO FORM
By:	By:
Gregory Nyhoff, City Manager	Vallejo City Attorney
AKIN GUMP STRAUSS	S HAUER & FELD, LLP,
By: Susan Lent, Partner	
Susan Lent, Partner	

# EXHIBIT A-5 SCOPE OF WORK

Contractor will provide the following services to SolTrans:

## A. Monitoring of federal legislative, regulatory and funding issues

- a. Regularly communicate with the Executive Director or her designee on SolTrans' priorities, projects and programs to ensure awareness of issues facing the Agency.
- b. In coordination with the Executive Director or her designee, provide a monthly memorandum to the SolTrans Board of Directors on federal policies, regulations (proposed or final), grant programs or other issues that impact SolTrans.
- c. Provide regular updates via email to SolTrans staff on federal legislative, regulatory or grant issues that may impact SolTrans' funding or operations.
- d. Participate in up to 12 conference calls with SolTrans staff and the Legislative Subcommittee of the Board to discuss federal legislative or regulatory issues.
- e. Represent and communicate SolTrans interests to federal officials and elected representatives in Washington.

Upon the request of the SolTrans Executive Director, Contractor agrees to provide the following services:

#### B. Legislative and Regulatory Support

- a. Coordinate meetings between SolTrans and federal officials and elected representatives in Washington as requested.
- b. Attend SolTrans Board Meetings as requested to brief the Board on federal issues of significance to the Agency.

#### C. Other Support

Provide other support as requested by SolTrans related to federal advocacy, legislative, regulatory or funding/grant issues.